

DEED OF SALE BY PERSONAL REPRESENTATIVE
(Testate)
Maine Statutory Short Form

47-221

Know all Men by these Presents,

006959

TRANSFER
TAX
PAID

That **GEORGE T. THURLOW**

of Muskegon, County of Ottawa, State of Michigan,
duly appointed and acting personal representative of the estate of **GEORGIA T. WARREN**,
deceased (testate), as shown by the probate records of the County of Kennebec, Maine,
(and having given notice to each person succeeding to an interest in the real property described below at least
ten (10) days prior to the sale) (and not having given notice to each person succeeding to an interest in the real
property described below at least ten (10) days prior to the sale, such notice not being required under the terms of
the decedent's will), by the power conferred by the Probate Code, and every other power, for consideration
paid, grants to **JAMES R. HUTCHISON** and **CHERYL A. HAMEL**,
both of Waterville

County of Kennebec, State of Maine,
whose mailing address is 6 Countryside Park, West River Road, Waterville, Maine 04901,
as joint tenants and not as tenants in common,
the real property in Waterville, County of Kennebec,
State of Maine, described as follows:

A certain lot or parcel of land situate in said Waterville, being Lot Number 72
on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C.E., said Plan
dated December 4, 1939, and recorded in Plan Book 12, Page 77, in the Kennebec
Registry of Deeds, and as revised November 26, 1954; by Carl Crane, C.E., and
recorded in Plan Book 17B, Page 192, to which reference is made for a more
particular description.

Being the same premises conveyed to Georgia T. Warren by Warranty Deed of Daniel
L. and Martha S. Hayes, dated June 20, 1974 and recorded in the Kennebec County
Registry of Deeds at Book 1741 Page 30.

Subject, however, to the following restrictions numbered from 1 to 13, both
inclusive, which will be binding upon the said grantees and all persons claiming
or holding under or through said grantees.

1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.

2. That said land shall be used only for residential purposes, and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing Covenants of Restriction shall be construed as applying to a single lot; nor shall any buildings at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

3. The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.

4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.

5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.

6. Each residence or other outbuildings, including garages erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this Restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.

7. The cost of each main building on these lots shall be at least ninety-five hundred (\$9500.00) dollars exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.

8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.

9. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.

11. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing Covenants of Restrictions shall be construed as applying to a single lot.

12. The grantor herein does not hold himself responsible for the enforcement of the foregoing restrictions.

13. It is understood that this property shall operate under the so-called (New Neighborhood Act) as adopted by the National Association of Real Estate Owners.

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Witness my hand and seal this _____ 12th day of
APRIL, 19 95

Signed, Sealed and Delivered
in presence of

George T. Thurlow
GEORGE T. THURLOW

State of ~~MI~~ County of Ottawa "Acting ss. April 12, 19 95
in Muskegon
Michigan

Then personally appeared the above named GEORGE T. THURLOW

in his said capacity and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Patricia Misner
Patricia Misner



Notary Public

XXXXXXXXXX

RECEIVED & INDEXED AT

95 APR 18 AM 9:11

Printed Name:

PATRICIA MISNER
Notary Public, Ottawa County, MI
Acting in Muskegon County, MI
My Commission Expires April 2, 1997

SEAL:

ATTEST: *Patricia Misner*
REGISTER OF DEEDS